IN THE HIGH COURT OF GUJARAT AT AHMEDABAD

LETTERS PATENT APPEAL No 979 of 1996

in

SPECIAL CIVIL APPLICATIONNo 11711 of 1994

For Approval and Signature:

Hon'ble MR.JUSTICE C.K.THAKKER and

Hon'ble MR.JUSTICE S.D.PANDIT

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1. Whether Reporters of Local Papers may be allowed to see the judgements? Yes

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2. To be referred to the Reporter or not? Yes

3. Whether Their Lordships wish to see the fair copy of the judgement? No

4. Whether this case involves a substantial question of law as to the interpretation of the Constitution of India, 1950 of any Order made thereunder?No.

5. Whether it is to be circulated to the Civil Judge? No

NA VASAVA

Versus

CHIEF REFINARY COORDINATOR

Appearance:

MR GIRISH PATEL for Petitioner

MR MANISH R BHATT for Respondent No. 1, 2

CORAM : MR.JUSTICE C.K.THAKKER and

MR.JUSTICE S.D.PANDIT

Date of decision: 09/07/97

CAV JUDGEMENT(per:Pandit.J)

Admitted.

We have heard the learned counsel for the appellant as well as the learned counsel for the respondent at length and with their consent we are finally disposing of this appeal by this judgment. Mr. R.P. Bhatt waives notice of admission.

2. Shri N.A. Vasava, the unsuccessful petitioner in Special Civil Application No. 11711/95 has come in appeal before us against the dismissal of his petition by the learned single Judge by his order dated 25.7.96.

3. Present appellant petitioner was appointed as a peon on 20.5.89 and he joined his duty on 5.7.89. He was fond of playing cricket and also played cricket and had an ambition to come up as a cricketer. He had made representation to his employer-the Indian Oil Corporation (hereinafter referred to as the Corporation) to give him certain concession in order to pursue his ambition to become a good cricketer and to come up in life as a cricketer. It seems that all these requests made by him, as per his claim, were not accepted and therefore, he wrote a letter on 22.6.92 tendering his resignation and requesting the Corporation to relieve him from the job on completion of 30 days. After the receipt of the said letter, the respondent Corporation issued a letter dated 3.7.92 informing the appellant-petitioner that the resignation letter dated 22.6.92 was accepted and that he would be relieved from the services of the corporation in the afternoon of 21.7.92 subject to clearing of the duties of the corporation. After the receipt of this letter, present petitioner wrote a letter dated 8.7.92 informing the corporation that he was very much grateful for accepting his resignation with effect from 21.7.92 and had made a request to allow him to retain his official quarter for a period of one month from the date of his resignation. But thereafter on 16.7.93 the appellant petitioner sent a letter mentioning of withdrawing his resignation. Said letter reads as under:

" I hereby withdraw my application of resignation which I have given on dated 22nd June 1992.

Kindly consider with favour."

But in spite of the said letter of withdrawing the resignation the respondent corporation vide letter dated 21.7.92 relieved him from the services of the corporation with effect from 21.7.92 (A.N). It seems that thereafter present appellant had made representation to the corporation through his Labour union to consider his case in view of the withdrawal of the letter dated 16.7.92 and to reinstate him by labour Union's letter dated 3.9.92 but no action was taken on the said letter of the Labour union. The petitioner had also tried through local MP to get reinstatement but he could not succeed. Thereafter, he has come before this court by filing a petition under article 226 of the Constitution in the month of August 1995 and he sought a writ of mandamus for holding and declaring that the action of accepting the resignation of the petitioner is illegal and unjust and to direct the respondent to reinstate the petitioner with all consequential benefits as if he was in service all throughout.

4. The claim of the petitioner was resisted by the respondent corporation by filing affidavit in reply. In the said affidavit in reply it was contended that the petitioner has suppressed the material fact of the letter dated 3.7.92 written by the corporation to the petitioner informing about the acceptance of his resignation as per his request and by deliberately suppressing ofsaid fact, he has tried to mislead the court and on that ground alone the petition should be dismissed.It was further contended that after the said letter on 3.7.92 the petitioner had also informed by his letter of 8.7.92 that he was thankful to the management for accepting his resignation. Therefore, it was not open for the appellant petitioner to withdraw the resignation by a subsequent letter dated 16.7.92. It is contended that the letter dated 16.7.92 purporting to withdraw the resignation was of no consequence in view of acceptance of his resignation by the letter dated 3.7.1992. It was contended that as per the contract of service it is open for the petitioner to submit resignation and once his resignation was accepted the services of the petitioner had come to an end and therefore, there is no question of revival of the same. It is also contended that there was delay in filing petition and on account of delay alone his petition should be rejected.

5. The petitioner had filed affidavit in rejoinder to the affidavit in reply filed by the respondent and in the said rejoinder he had denied and disputed the alleged

letter dated 8.7.92 and he had contended that though he had initially written a letter of resignation on account of his financial crisis and domestic problems he had withdrawn it by his letter of 16.7.92 and the corporation had acted illegally in not considering his letter of withdrawing the resignation of 16.7.92 and giving effect to his resignation letter of 20.6.92 and relieving him from service. Thereafter further affidavit was filed by the respondent corporation to the affidavit in rejoinder and they had asserted of the writing letter dated 8.7.92 by the petitioner and that they had repeated their contention that the letter of 16.7.92 was of no consequence. Thus according to the respondent when the resignation tendered by the petitioner was accepted there is no question of allowing him to withdraw said resignation. Thus it is contended that the petition is not tenable in law and the same should be dismissed.

6. The learned learned single Judge had held that the petitioner had tendered his resignation by the letter dated 22.6.92 and that said letter was accepted by the corporation and had relieved him on that day of 21.7 .97 by accepting his resignation from service. The learned single Judge has observed in his judgment as under:

" The case of the petitioner is that he had withdrawn his earlier resignation letter on 16th July 1992. There is no reliable communication on record to show whether such a letter was in fact sent by the petitioner to the Corporation. In the affidavit filed on behalf of the corporation it has been stated that no such letter was received in the office of the Corporation."

Thereafter the learned single Judge has further observed that when the petitioner received the letter dt. 21.7.92, of relieving him from service, the petitioner had merely made an endorsement of receiving the said letter and had not written any other endorsement or protest on the copy of the said relieving letter. According to him had the petitioner written a letter dated 16.7.92 for withdrawing his resignation, he would not have made such a simple endorsement of receipt of letter dated 21.7.92 when he was being being relieved under it and he would have protested against being relieved and then he has observed as under:

"Having regard to this aspect of the matter, it becomes extremely doubtful whether the petitioner has in fact sent the letter dated 16.7.1992 for

withdrawal of the resignation. From the facts on record, it is clear that the petitioner's resignation has been validly accepted and he was relieved on that basis from 21.7.1992. There is therefore, no substance in this petition and it is rejected. Notice is discharged with no order as to costs."

7. It must be remembered that resignation means the spontaneous relinquishment of one's own right in relation to an office. A resignation may also be prospective to be operative from future date and in that event it would take effect from the date it communicates. No doubt resignation by an employee would however normally require to be accepted by the employer in order to be effective and it can be in certain circumstances the employer would be justified in refusing to accept the employee's resignation. Now, admittedly by the letter of 22.6.92 present appellant-petitioner had informed the respondent corporation that his resignation was to be effective after 30 days. As per clause no.15 of his appointment order, it was open for the appellant petitioner to tender his resignation with either one month's notice or pay of one month's salary in lieu of notice. Clause no.15 is running as under:

"In case you wish to resign from the Corporation, you will have to give either one month's notice or pay one month's salary in lieu of notice"

Therefore the resignation letter sent by him on 22.6.92 was as per the contract of employment between the petitioner and the respondent corporation. Now when in that letter he had mentioned that his resignation was to be effective from the 30th day from the receipt of the said letter, it will have to be presumed that he had intention to continue in service till that date on which his resignation was to become effective. When it has to be presumed that he was to be continued to be continued in service till 30 days, it was not open for the corporation to act upon the said resignation letter till that date. Merely because the corporation happened to accept his resignation letter by writing a letter of 3.7.92 it could not be said that the resignation has become finalized on account of the said acceptance by the corporation. Till 30th day the respondent had no jurisdiction to accept the resignation to relieve him.

8. In our opinion and with due respect to the learned single Judge it must be said that the learned single Judge had not considered the material on record as

well as the pleadings of the parties in the proper context and he has committed grave error in observing and recording in his order that " In the affidavit filed on behalf of the Corporation, it has been stated that no such letter was received in the office of the corporation." As a matter of fact as regards the said letter of 16.7.92 the Sr.Manager the Corporation has stated in paras 4 and 5 of his affidavit in reply as under:

" 4.....

After having received this letter dated 3.7.1992 as an after thought the petitioner addressed letter dated 16.7.1992(Annexure.D) purporting to withdraw the resignation. Since the letter of resignation was acted upon, it is not open to the petitioner to withdraw the resignation by a subsequent letter."

" 5.....

Petitioner's subsequent letter dated 16.7.1992, particularly after communication of acceptance of resignation is of no consequence."

9. If the above pleadings or averments in the affidavit in reply filed by the respondent corporation are taken into consideration, then it is very difficult to accept the observation of the learned single Judge that the corporation had stated that no such letter is received in the office of the respondent corporation. No doubt further affidavit by way of reply to the affidavit in rejoinder is filed by another officer of the corporation. Even in the said affidavit there is no specific denial about the receipt of the said letter dated 16.7.92. There are only vague pleas that would be quite clear from the following contents of pars 4 of the said affidavit:

The letter dated 16.7.1992 whereby the petitioner is alleged to have have withdrawn his resignation is not on the file of the Corporation. This Hon'ble Court may be pleased to direct the petitioner to produce acknowledged copy of the said letter dated 16.7.1992. It goes without saying that if the said letter dated 16.7.1992 was not received by the Corporation before 21.7.1992, then the same could not be acted upon even if the petitioner's other contentions are accepted. Since the original letter is not to be found on the file, the presumption would arise that no such letter was addressed by the petitioner requesting for withdrawal of the

resignation."

In fact even if the above pleadings and averments in the subsequent affidavits are taken into consideration, then it is impossible to hold that there is specific denial by the corporation of receiving the said letter. Merely because the corporation claims that the letter is not traceable on their file, it could not be said that they are contending that they had not received that letter. We have quoted the earlier stand of the respondent corporation from their affidavit regarding the letter dated 16.7.92 in which there is , as a matter of fact, clear admission of receiving of the said letter and there is not even a suggestive of denial about receiving the said letter.

10. The learned single Judge has also observed that admittedly present appellant had not made any endorsement of protest while, receiving the relieving order dated 21.7.92, on the copy of the said relieving order and in view of non making of such protest makes his claim of withdrawing the resignation on 16.7.92 doubtful. In our opinion, said approach of the learned single Judge is not proper. The learned single Judge has not taken into consideration that the petitioner in this case is a class iv employees- a peon. He belongs to lower strata of society as he belongs to Scheduled Tribe. As per the record as well as his case, he had sent a letter dated 16.7.92 withdrawing his resignation and till 21.7.92 he had not received any communication from the respondent corporation regarding with withdrawal of his resignation and all of a sudden if he receives relieving order in his hand in the afternoon of 21.7.92, then that will naturally given a mental shock and his conduct could not be that of a normal and prudent man. The learned single Judge has not at all taken into consideration the status of the present petitioner and the situation in which he was and therefore, the learned single Judge has committed gross error by drawing a wrong inference on the strength of his alleged conduct. Copy of the letter of 16.7.92 bears the seal of respondent corporation and and an endorsement of receiving the same.

11. Therefore, in view of the above discussion and particularly in view of the pleadings of the respondent corporation which clearly indicates their acceptance of the letter of withdrawal of resignation dated 16.2.97, we are of the opinion that said finding of the learned single Judge is grossly erroneous and has resulted into doing injustice and hence deserves to be interfered with in this Letters Patent Appeal. We therefore, hold that

the letter of 16.7.92 by which the appellant had withdrawn his resignation was received by respondent.

12. We have already quoted the term of contract of employment between the appellant employee and the respondent corporation. There is no dispute of the fact that by the letter dated 22.6.92 the appellant petitioner had made it quite clear that he was giving one month notice and requested to accept his resignation and to relieve him from job on completion of 30 days of the said letter. Thus he clearly intended that his relation was to come to an end after the end of 30 days from the date of receipt of the said letter of resignation. When that was the case, even if the said letter is received by the corporation and the respondent corporation informed him by its letter dated 3.7.97 of having accepted his resignation, it could not be said that his employment had come to an end. When the appellant-petitioner had stated that he should be relieved from his job on completion of 30 days, it was not open for the employer corporation to accept that resignation at any earlier date. His service would come to an end only after completion of 30 days i.e. on 21.7.92 and till then the appellant had continued to be in service. Before the completion of those 30 days by the letter dated 16.7.92 the appellant petitioner had withdrawn his resignation. As soon as the withdrawal letter was written before the resignation had become effective the resignation had stood withdrawn with the result that the petitioner-appellant continued to be in service of the respondent corporation. In the case of Punjab National Bank vs. P.K.Mittal AIR 1989 S.C. 1083, a permanent officer in the Punjab National Bank had sent a communication to the Board on 15.1.1986 that he was resigning and his resignation was to be effective on 30.6.86 but the bank had informed him by letter that his resignation was accepted with immediate effect by waiving a condition of notice. The Apex Court has held that the bank had no jurisdiction to do so and when the bank's letter was without any jurisdiction, the resignation of the employee could have become effective only on the expiry of the period mentioned in the letter of resignation. In that case the employee had informed the bank by letter dated 21.1.86 that he purports to resign from the service of the bank with effect from 30.6.86 but the bank had informed him on 7.2.86 that his resignation letter dated 21.1.86 had been accepted and that the competent authority was waiving the condition of 3 months notice as per the terms of the contract of service and he was being relieved from service of the bank i.e. from 7.2.86. Said action was challenged by preferring a writ petition before the Delhi High Court and during the

pendency of the said petition before it came up for hearing on 15.4.86 the officer of the bank had written a letter to the bank by which he purported to withdraw the resignation letter dated 21.1.86 and the Apex Court held that withdrawal of resignation before the date on which the resignation would have become effective was legal and permissible by making the following observations:

"The facts therefore, are that the appellant offered to resign from his service by the letter dated 24th December 1990 with effect from 31st March 1981 and according to the appellant his resignation would have been effective, if accepted, only from 31st March 1981. Before the resignation could have become effective the appellant withdrew the application by the letter dated 31st of January 1981, long before, according to the appellant, the date the resignation could have been effective. In the meantime however prior thereto on the 20th of January 1981 the respondent has purported to accept the resignation with effect from 31st March 1981. The appropriate rule sub rule (4) of Rule 48 A of the Pension Rules as set out hereinabove enjoins that a government servant shall be precluded from withdrawing his notice except with the specific approval of such authority. The proviso stipulates that the request for withdrawal shall be made before the intended date of his retirement. That had been done. The approval of the authority, was however, not given. Therefore, the normal rule which prevails in certain cases that a person can withdraw his resignation before it is effective would not apply in full force to a case of the nature because here the Government servant cannot withdraw except with the approval of such authority."

13. In the earlier decision of Balram Gupta vs. Union of India AIR 1987 SC 2354 The apex court has taken the same view. In that case an employee had given notice of three months as required under rule for taking voluntary retirement. But before the expiry of the notice period, he had withdrawn said notice, however, he was not allowed to withdraw the notice of voluntary retirement and he was voluntarily retired and that action of the Government has been set aside by the apex court and while doing so the following observations are made:

"We hold, therefore, that there was no valid

reason for withholding the permission by the respondent. We hold further that there has been compliance with the guidelines because the appellant has indicated that there was a change in the circumstances, namely, the persistent and personal requests from the staff members and relations which changed his attitude towards continuing in Government service and induced the appellant to withdraw the notice. In the modern and uncertain age it is very difficult to arrange one's future with any amount of certainty, a certain amount of flexibility is required and if such flexibility does not jeopardize Government or administration, administration should be graceful enough to respond and acknowledge the flexibility of human mind and attitude and allow the appellant to withdraw his letter of retirement in the facts and circumstances of this case. Much complications which had arisen would have been thus avoided by such graceful attitude. The court cannot but condemn circuitous ways" to ease out"" uncomfortable employees. As a model employer the government must conduct itself with high probity and candor with its employees."

14. Learned senior counsel for the respondent Mr. Bhatt has cited before ius the case of Moti Ram vs. Param Dev AIR 1993 SC 1662 in support of his contention that when the petitioner had voluntarily resigned by sending a letter dated 22.6.92 and further confirmed his communication by letter dated 8.7.92 , the appellant petitioner was rightly relieved by the respondent corporation and there is no illegality committed by the respondent corporation in acting on his resignation letter. He contended that as the appellant petitioner had on his own sweet will and spontaneity relinquished his office by writing a letter dated 22.6.92 and further confirming his intention by the letter dated 8.7.92 the termination of his service contract of 21.7.97 was quite proper and correct. In support of that submission he also relied upon the following observations of the apex court in the case of Moti Ram vs. Param Dev (supra)

"As pointed out by this Court 'resignation' means the spontaneous relinquishment of one's own right and in relation to an office, it connotes the act of giving up or relinquishing the office. It has been held that in the general juristic sense, in order to constitute a complete and operative resignation there must be the intention to give up or relinquish the office the concomitant act

> of its relinquishment. It has also been observed that the act of relinquishment may take different forms or assume a unilateral or bilateral character, depending on the nature of the office and the conditions governing it ((See: Union of India vs. Gopal Chandra Misra 1978(3) SCR 12 at p. 21(AIR 1978 SC 694 at pp. 699-700). If the act of relinquishment is of unilateral character, it comes into effect when such act indicating the intention to relinquish the office is communicated to the competent authority. The authority to whom the act of relinquishment is communicated is not required to take any action and the relinquishment takes effect from the date of such communication where the resignation is intended to operate in praesenti. A resignation may also be prospective to be operative from a future date and in that event it would take effect from the date indicated therein and not from the date of communication. In cases where the act of relinquishment is of a bilateral character, the communication of the intention to relinquish itself, would not be sufficient to result in relinquishment of the office and some action is required to be taken on such communication of the intention to relinquish e.g. acceptance of the said request to relinquish the office, and in such a case the relinquishment does not become effective or operative till such action is taken. As to whether the act of relinquishment of an office is unilateral or bilateral in character would depend upon the nature of the office and the conditions governing it."
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> (emphasis supplied)

If the emphasised portion of the above quotation of the Supreme Court decision is taken into consideration then it would be quite clear that in that case also it has been clearly laid down by the Supreme Court that if the resignation happened to be prospective and to be operative from a future date, then it would take effect from the date indicated therein and not from the date of communication. At the outset it must be stated that said case of Moti Ram vs. Parad Dev (Supra) the apex court was considering an election petition. In that case, the appellant Moti Ram and one Karan Singh and others had filed nomination papers. Shri Karan Singh was holding the office of Chairman of Himachal Pradesh Khadi & Village Industries Board which is an office of profit within the meaning of article 191(1)(a) of the

Constitution of India. The last date of filing nomination paper for the election to the Himachal Pradesh Legislative Assembly from 60-Chachiot assembly constituency was 2.2.90. Shri Karan Singh had addressed a letter to the Financial Commissioner cum Secretary to Government of Himachal Pradesh on 31.1.90 in the following terms:

"I hereby resign from the membership and Chairmanship of the Himachal Pradesh Khadi and Village Industries Board. The resignation may kindly be accepted with effect from today i.e. 31st January 1990"

On the basis of the letter dated 340.1.90 which was received on the same day, the matter was placed in the office of the Financial Commissioner cum Secretary(Industries) and it was placed before the Chief Minister for his approval with the recommendation that the resignation of Shri Karan Singh Chairman to be accepted. The Chief Minister gave his approval on February 4,1992 and on February 12, 1990 a Notification was issued in the following terms:

" In exercise of the powers vested in him under S.7 of the Himachal Pradesh Khadi and Village Industries Board Act, 1966, the Governor, Himachal Pradesh is pleased to accept the resignation of Shri Karan Singh Thakur, Chairman, H.P.Khadi and Village Industries Board, Shimla with immediate effect. "

In the meanwhile, Shri Karan Singh filed his nomination papers for election to the Himachal Pradesh Legislative Assembly from the 60-Chachiot Assembly constituency. At the time of scrutiny of the nomination paper an objection was upheld against the nomination of Shri Karan Singh and thereafter election took place and the appellant before the apex court Moti Ram was elected in the election. But in the Election Petition, the High Court had found that the rejection of nomination of Shri Karan Singh was improper because on the date of scrutiny Shri Karan Singh was not holding an office of profit and consequently set aside the election of the appellant. That view is affirmed by the apex court in that case by holding that in view of the resignation given by Shri Karan Singh he had ceased to hold the office of profit. From the facts stated above it would be clear that in that case also Shri Karan Singh had clearly mentioned in his resignation letter that his resignation was to take effect immediately on the date of letter dated 31.1.90.

Therefore, in view of the terms of the resignation letter though accepting his resignation was done subsequently it has been held that he had ceased to be the Chairman and holding the office of profit in view of his resignation letter.

15. In view of the above facts the said case of Moti Ram vs. Karan Singh (Supra) is not at all applicable to the facts before us.In the case before us in the letter dated 22.6.92 the appellant had clearly mentioned that his

resignation was to be effective after the completion of 30 days from the receipt of the said letter. Therefore, he clearly intended that his resignation was to take effect after 30 days. No doubt from the material on record it is quite clear that on 3.7.92 the respondent corporation had informed the appellant of accepting his resignation as per his letter dated 22.6.90. It is also quite clear that by letter dated 8.7.90 the appellant had acknowledged the receipt of letter of 3.7.90 and had further confirmed his communication of resignation. But even if this letter of 8.7.92 is taken into consideration at the most it could be said in favour of the respondent is that on that date, he had an intention or he was having a firm view to resign on 21.7.92. But that does not mean that subsequent to that date of 8.7.92, he cannot change his mind and he cannot withdraw his resignation. It is always open for an employee to think over his action and also think about his future and family members and change his decision unless he is prevented from doing so by the terms of service contract between the parties. As has been observed by the Apex court in the case of Balram Gupta vs. Union of India & anor. AIR 1987 SC 2354, in the modern and uncertain age it is very difficult to arrange one's future with any amount of certainty, a certain amount of flexibility is required, and if such flexibility does not jeopardize Government or administration, administration should be graceful enough to respond and acknowledge the flexibility of human mind and attitude and allow the appellant to withdraw his letter of retirement . Thus in our opinion, merely because the respondent corporation happened to send letter dated 3.7.92 and the appellant petitioner happened to confirm his decision, by acknowledging the same by writing letter dated 8.7.92, it is not possible to hold that as per the terms of contract of service between the parties, it was not open for the appellant to change his mind and to withdraw his resignation.

16. Thus in view of the above discussion we hold that in view of the letter dated 16.7.92 the resignation

letter sent by the petitioner dated 22.6.1992 stood withdrawn and consequently it was not open for the respondent corporation to act upon the said letter and to relieve him on 21.7.92. We therefore, hold that the action of the respondent corporation in relieving the petitioner from his service on 21.7.92 was illegal and improper.

17. No doubt the petitioner had come before the court after two years. But it is necessary to mention here that even the learned single Judge had not felt that the petition of the petitioner should be rejected on the ground of delay and laches. The material on record clearly shows that the petitioner had already made representation to the respondent corporation through his Labour Union by the letter dated 3.9.92 and in response to the said letter, the respondents corporation had not informed the petitioner anything in writing. The petitioner had also approached the respondent corporation through the local M.P. and only after all these attempts to convince the respondent had failed, he has come to the court. The petitioner in this case is only a class 4 employee and he belongs to Scheduled Tribe. Therefore, in the circumstance the delay in filing the petition could not be said to be grossly inadequate so as to reject his claim.

18. Thus we hold that present Letters Patent Appeal will have to be allowed by holding and declaring that termination of services of the present appellant petitioner and relieving from 21.7.92 is illegal, and invalid and the same deserves to be quashed and set aside and it must be further declared that the appellant petitioner continues to be in service of the respondent on the post which he was holding on 21.7.92.

19. In view of this order of ius, the petitioner-appellant will have to be reinstated by the corporation. Therefore, the question arises as to what should be the order along with reinstatement as regards the arrears of salary.

20. Mr. Girish Patel learned counsel for the petitioner had fairly conceded before us that in view of the fact that the petitioner appellant had not worked during this period with the corporation, the petitioner does not wish to claim any arrears of salary. Admittedly the petitioner had not worked from 22.7.92 till this date, the general principle is that if there is no work there would not be pay. Respondent is a public sector undertaking and the money of the respondent is the public

money and and when the amount has to be paid out of public money, the court must be cautious in doing so. In the case of urjit Ghosh vs. Chairman & Managing Director, United Commercial bank AIR 1995 SC 1053 The apex court was considering the dismissal of an officer of the bank which had taken place in the year 1982. The apex court had allowed the petition on 6.2.95 by directing the bank to reinstate the petitioner in service but instead of giving arrears of pay which was running into Rs. 20 lacs for the period from 1982 to 6.2.95, the apex court had paid only 2.5 percent of the amount i.e. an amount of Rs. 50000/only by observing as under:

> "..The bank is a nationalised Bank and the money belongs to the public. A huge amount on this scale cannot be paid to anyone for doing no work during this long period just because the Bank feels that it has lost confidence in the employee.."

We therefore, direct the respondent -Indian Oil Corporation to reinstate the appellant-petitioner on or before 21.7.1997 and the petitioner is entitled to get all the benefits of reinstatement except the actual arrears of salary for the period running between 21.7.92 and 21,7,97. He will be entitled to get all other benefits including, periodical increments, bonus and continuity of service on account of his reinstatement. Thus the Letters Patent Appeal stands allowed. But in the facts and circumstances, we direct the parties to bear their own costs.

(C.K.Thakker.J)

(S.D.Pandit.J)